

AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE KINGDOM OF NORWAY
FOR COOPERATION IN
THE CIVIL USES OF OUTER SPACE

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The United States of America and the Kingdom of Norway, hereinafter referred to as "the Parties";

Recognizing the history of strong mutual interest in the exploration and use of outer space for peaceful purposes;

Recognizing the mutual benefit to be gained from working together for the peaceful uses of outer space for the welfare of all humankind;

Recognizing the cooperation of both Parties in the areas of sounding rocket activities, satellite and data acquisition, and tracking.

Noting, in particular, the cooperation between the U.S. National Aeronautics and Space Administration (hereinafter referred to as "NASA"), and the Norwegian Space Centre (hereinafter referred to as "NSC") pursuant to the Memorandum of Understanding for Cooperative Sounding Rocket Activities, of October 3, 1994 (hereinafter referred to as the "Sounding Rocket MOU");

Considering the desirability of enhanced cooperation between the Parties in sounding rocket activities, space science, Earth science, satellite data acquisition and tracking, and other space activities;

Considering the respective interests of the Parties in the potential for commercial applications of space technologies for the benefit of the peoples of both countries;

Recognizing the value to international political harmony of combining efforts for the efficient exploration of outer space;

Desiring to establish an overall legal framework for aerospace cooperation to facilitate the conclusion of implementing arrangements or other agreements;

Recognizing their commitments as members of the Missile Technology Control Regime (MTCR);

Have agreed as follows:

ARTICLE 1

SCOPE OF ACTIVITIES

1. The Parties shall identify areas of mutual interest and seek to develop cooperative programs in the peaceful uses of outer space and shall work closely together to this end.
2. These cooperative programs may be undertaken, if mutually agreed and subject to the general guidelines set forth in Article 2 and the provisions of this Agreement, in the following areas:

(a) Exchanges of scientific data and researchers;

(b) Joint activities in the following:

1. Sounding rocket launches;
2. Satellite data acquisition and tracking;
3. Earth and atmospheric sciences;
4. Aeronautics and space transportation;
5. Human exploration and development of space;
6. Space science;
7. Space applications; and
8. Satellite communications research.

(c) Exploration of areas for possible complementary development of Norwegian and U.S. scientific instruments in which there is mutual interest; and

(d) other areas of mutual interest.

3. These cooperative programs may be implemented using the following:

(a) Satellite instrument observations and measurements;

(b) Ground-based antennas and observations;

(c) Sounding rocket and balloon measurements;

(d) Aircraft measurements;

(e) On-orbit research facilities;

(f) Space-related research involving ground-based facilities; and

(g) Student and scientist exchange programs and educational activities.

4. NASA and NSC are currently engaged in cooperative programs involving sounding rocket activities and satellite data acquisition and tracking. It is anticipated that such programs will be continued in the future.

ARTICLE 2

IMPLEMENTING ARRANGEMENTS

The specific terms and conditions for such cooperative programs shall be set forth in implementing arrangements, including memoranda of agreement and other instruments,

between the Implementing Agencies. NASA and the National Oceanic and Atmospheric Administration (NOAA) have been identified as "Implementing Agencies" for this Agreement by the United States of America. The Kingdom of Norway has identified NSC as its Implementing Agency for this agreement. NASA and/or NSC may elect to designate additional Implementing Agencies for specific cooperative programs under this Agreement. These implementing arrangements shall include, as appropriate, provisions related to the nature and scope of the program, and the individual and joint responsibilities of the Agencies, customs clearance, transfer of technical data and goods, invention and patent rights, liability, and financial arrangements, consistent with the provisions of this Agreement. All implementing arrangements shall refer to and be subject to this Agreement, unless agreed to otherwise by the Implementing Agencies.

ARTICLE 3

CONSULTATIONS

1. The Implementing Agencies shall consult, as deemed appropriate and necessary, to review the implementation of activities undertaken, pursuant to this Agreement, and to exchange views on potential areas of future cooperation.
2. Cooperative projects initiated, pursuant to the Sounding Rocket MOU and its implementing arrangements, shall continue and will be subject to this Agreement upon its entry into force.
3. In the event questions arise regarding the implementation of programs under this Agreement, the questions will be resolved by the program managers of the programs involved. If the program managers are unable to reach an agreement, then the matter will be referred to a more senior level of the Implementing Agencies or to the representatives of the Parties for joint resolution.

ARTICLE 4

FINANCIAL ARRANGEMENTS

1. The Parties shall be responsible for funding their respective activities under this Agreement, unless otherwise agreed. Obligations under this Agreement and any implementing arrangements hereunder shall be subject to the availability of appropriated funds.
2. All activities under this Agreement shall be conducted in a manner consistent with the respective national laws and regulations of each Party.

ARTICLE 5

CUSTOMS, ENTRY AND TEMPORARY RESIDENCE, AND OVERFLIGHT

1. In accordance with its laws and regulations, each Party shall arrange free customs clearance and waiver of all applicable duties and taxes for equipment and related goods necessary for the implementation of this Agreement. In the event that any customs fees or taxes of any kind are nonetheless levied on such equipment and related goods, such customs fees or taxes shall be borne by the Party levying such fees or taxes. The Parties' obligation to ensure duty-free entry is fully reciprocal.
2. In accordance with its laws and regulations, each Party shall facilitate the provision of the appropriate entry and residence documentation for the other Party's representatives who enter, exit, and reside within their territories in order to carry out activities under implementing arrangements established under this Agreement.
3. In accordance with its laws and regulations, each Party shall facilitate the provision of aircraft overflight clearances, as necessary, in order to carry out activities under implementing arrangements established under this Agreement.

These arrangements shall be implemented on a reciprocal basis.

ARTICLE 6

EXCHANGE OF TECHNICAL DATA AND GOODS

In implementing arrangements concluded under this Agreement, the Parties and their Implementing Agencies shall be obligated to transfer only those technical data (including software) and goods necessary to fulfill their respective responsibilities under those implementing arrangements, in accordance with the following provisions:

- a) The transfer of technical data for the purpose of discharging the Parties' or their Implementing Agencies' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as required by national laws and regulations relating to export control or the control of classified data. If design, manufacturing, and processing data and associated software, which is proprietary but not export controlled, is necessary for interface, integration, or safety purposes, the transfer shall be made and the data and associated software shall be appropriately marked. Nothing in this article requires the Parties or their Implementing Agencies to transfer goods or technical data contrary to national laws and regulations relating to export control or control of classified data.
- b) All transfers of proprietary technical data and export-controlled goods and technical data are subject to the following provisions: In the event a Party and/or Implementing Agency finds it necessary to transfer goods which are subject to export control or technical data which is proprietary or subject to export controls, and for which protection is to be maintained, such goods shall be specifically

identified as such. All technical data shall be marked to indicate its use and disclosure by the receiving Party or Implementing Agency and their related entities (e.g., contractors and subcontractors), for the purposes of fulfilling the receiving Party's or Implementing Agencies' program responsibilities implemented under this Agreement. The identified goods and marked technical data shall not be disclosed or re-transferred to any other entity without the prior written permission of the furnishing Party or Implementing Agency. The receiving Party or Implementing Agency shall abide by the terms of the notice, and protect any such identified goods marked technical data from unauthorized use and disclosure. The receiving Party or Implementing Agencies also agree to obtain these same obligations from its related entities prior to any further transfer. Nothing in this article requires the Parties or Implementing Agencies to transfer goods or technical data contrary to national laws and regulations relating to export control or control of classified data.

- c) All goods, marked proprietary data, and marked or unmarked technical data subject to export control, which are transferred under the programs implemented by this Agreement, shall be used by the receiving Party and its Implementing Agency exclusively for the purposes of the programs implemented by this Agreement.

ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS

Nothing in this Agreement shall be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties, institutions acting on their behalf, or their contractors or subcontractors for activities conducted under this Agreement. Matters related to protection of intellectual property rights shall be addressed as appropriate in the implementing arrangements.

ARTICLE 8

ALLOCATION OF RISKS

1. In the interest of encouraging participation in space exploration and investment, aeronautical investigation, and scientific activities, the Parties, themselves, or through their Implementing Agencies, commit to the establishment, as part of the implementing arrangements, of a specific system of responsibility for losses, injuries, casualties and damages, including mutual liability waivers where appropriate, between themselves, their Implementing Agencies and their related entities, extending to contractors, subcontractors, and participating entities associated with the Parties.

2. In furtherance of the objectives identified in paragraph 1, the Parties or Implementing Agencies shall, in appropriate circumstances, establish a comprehensive cross-waiver of liability between themselves and their related entities. The cross-waivers of liability shall

be broadly construed to achieve the objectives of paragraph 1. The terms of the cross-waivers, and of liability waivers generally, may be modified by mutual agreement of the Parties or the Implementing Agencies to take into account the particular characteristics, risks, and benefits of the activities conducted under this Agreement.

ARTICLE 9

AFFECT ON OTHER AGREEMENTS

This Agreement shall not prejudice the ability of the Parties to conclude other agreements or arrangements regarding matters outside or within the scope of this Agreement, as mutually agreed. This Agreement shall furthermore not prejudice the cooperation of either Party with other States and international organizations.

ARTICLE 10

AMENDMENTS

This Agreement may be amended upon mutual written agreement of the Parties.

ARTICLE 11

ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force upon signature and shall remain in force for five (5) years unless terminated in accordance with Article 12 or extended upon mutual written agreement of the Parties.

ARTICLE 12

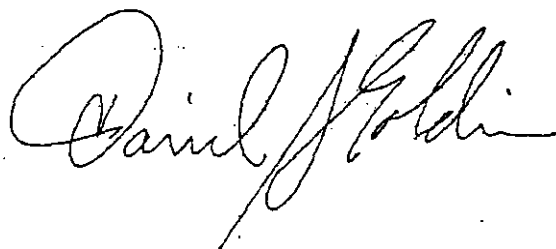
TERMINATION

Either party may elect to terminate this Agreement by providing (6) months written notice to the other Party. Such termination shall not affect implementing arrangements that are in effect at the time this Agreement is terminated.

The Annex to this Agreement entitled "Cooperative Sounding Rocket Activities," shall form an integral part of the Agreement, and upon entry into force of this Agreement, shall supercede and replace the Sounding Rocket MOU.

Done, in duplicate, in the English language.

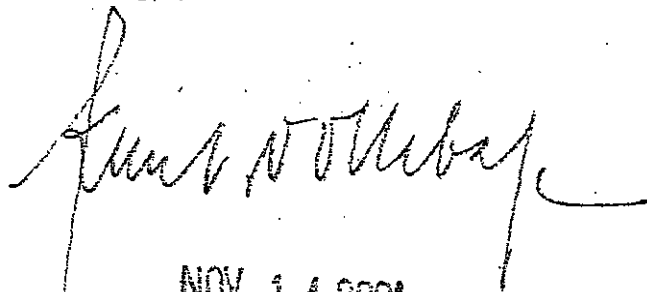
FOR THE UNITED STATES
OF AMERICA:



OCT 20 2000

Date

FOR THE KINGDOM
OF NORWAY:



NOV 14 2001

Date

ANNEX

COOPERATIVE SOUNDING ROCKET ACTIVITIES
UNDER THE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND THE
KINGDOM OF NORWAY
ON COOPERATION IN THE CIVIL USES OF OUTER SPACE

1. Joint Implementation Plan

NASA and NSC will develop a Joint Implementation Plan (JIP) for each Joint Science Campaign they undertake. The campaign-unique JIP will contain the science objectives of the campaign, as well as the technical and programmatic conditions under which NASA and NSC will carry out their responsibilities for the campaign. The JIP will also address the arrangements for scientific cooperation. The campaign-unique JIP's and any subsidiary documentation are subject to and will conform to this Agreement and are subject to approval by NASA and NSC. Subsidiary understandings among the scientists and scientific institutions involved will conform with the campaign-specific JIP's and to this Agreement and are subject to approval by NASA and NSC. In the event of inconsistency between this Agreement, the JIP, and subsidiary understandings, the inconsistency will be resolved by giving precedence first to the Agreement, second to the JIP, and third to the subsidiary understanding.

2. Conditions on Participation

Cooperative sounding rocket activities planned and implemented under this Agreement will meet the following criteria:

- a) Each Joint Science Campaign will reflect the mutual scientific interests of and rely on the known scientific, technical, and budgetary capabilities of NASA and NSC. For each campaign, programmatic validity for both Parties will be demonstrable;
- b) Selection of scientific payloads and investigations will be based on evaluation of scientific and technical merits and pertinence to the established plans and objectives of the responsible program officers at NASA and NSC. Such an evaluation will occur according to established procedures for review and approval of new proposals;
- c) NASA and NSC will each contribute to the science objectives in each campaign;

d) NASA and NSC will provide for the free exchange of all scientific data collected during a Joint Science Campaign between participating scientists from the United States and Norway and for the collaboration in the analysis of the data and publication of the results; and

e) All exports of goods or technologies must conform to Article VI of this Agreement.

3. Responsibilities of NASA and NSC

a) Each Joint Science Campaign conducted pursuant to this Agreement will be separate and distinct for purposes of determining responsibilities (i.e., contributions to the cooperative effort) and scientific return;

(b) To minimize complexity, the division of responsibilities between NASA and NSC will reflect clearly defined and distinct managerial and technical interfaces. NASA and NSC will each assume full responsibility for its contribution.

(c) The contributions and responsibilities of NASA and NSC to each Joint Science Campaign, as agreed to and delineated in the campaign-specific JIP, will include, but not be limited to, the following:

i) the provision of sounding rockets and associated hardware;

ii) the design, fabrication, integration, test, and delivery of scientific payloads and associated instrumentation;

iii) ground support services, launch services, equipment (at U.S. or Norwegian ranges, depending on the science requirements for each campaign), and data for range safety purposes;

iv) provision of tracking and telemetry support;

v) provision of specifications, requirements, and analyses necessary to ensure ground and flight safety for launches;

vi) provision and operation of ground-based and airborne scientific instrumentation for complementary observations;

vii) data acquisition and processing; and

viii) support of investigators for scientific data analysis.

(d) NASA and NSC will be responsible for the appropriate provision of relevant technical, operational, and campaign-unique information and services necessary.

for the implementation of the missions and exchange of services pursuant to this Agreement, as agreed to in the applicable campaign-unique JIP and any supplementary documentation.

4. Program Management

NASA and NSC will share primary program management responsibilities for Joint Science Campaigns. A point of contact for the coordinating of functions and responsibilities of NASA and NSC for each Joint Science Campaign will be designated in the JIP.

5. Science and Data Rights

(a) NASA and NSC will have access to, and use of, scientific and mission performance data for activities conducted under this Agreement as soon as such data becomes available. The JIP's will establish, for each campaign, first publication rights of the investigators.

(b) Following any exclusive use period established in the JIP, results of the campaigns will be made available to the scientific community in general through publication in appropriate journals or other established channels. In the event such reports or publications are copyrighted, NASA and NSC will have royalty-free rights under the copyright to reproduce, use, and distribute such copyrighted work for their own purposes.